

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
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T.C. #: EPS050076-A2-1
Title: METERED MAILING AND EQUIPMENT

CONTRACT TERM	FROM	NOVEMBER 8, 2005	CONTRACT STATUS	NEW (XX)
	TO	NOVEMBER 8, 2007		RENEW ()
VENDOR ADDRESS	HASLER, INC 19 FOREST PARKWAY SHELTON, CT 06484		ORDER ADDRESS	
ATTN:	LARRY WATERS		ATTN:	
PHONE:	203-926-1087		PHONE:	
FAX:	203-929-6084		FAX:	
E-MAIL:	kwaters@haslerinc.om		E-MAIL:	

PRICES: Per attached link

DELIVERY: Per attached link

F.O.B.: Per attached link

TERMS: 30 days Net

REMARKS: Prior to purchasing or leasing off of this agreement, agencies must contact the Department of Administration, Print & Mail Services at 406-444-3053.

IFB/RFP NO.: N/A
(WSCA Agreement)

Rhonda R. Grandy, Contracts Officer

AUTHORIZED SIGNATURE

METERED MAILING AND EQUIPMENT

WESTERN STATES CONTRACTING ALLIANCE PARTICIPATING ADDENDUM

Metered Mailing and Equipment Contract

HASLER, INC.
EPS050076-A2-1

State of Montana

This document represents an overview of the Western States Contracting Alliance Metered Mailing and Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Arizona on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is providing state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Metered Mailing Equipment.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Larry Waters
19 Forest Parkway
Shelton, CT 06484
Phone: 203-926-1087
Fax: 203-929-6084
Email: lwaters@haslerinc.ocm

METERED MAILING AND EQUIPMENT

State Liaison

Rhonda R. Grandy
State of Montana, General Services Division, State Procurement Bureau
125 N. Roberts, Mitchell Bldg., Room 165
Helena, MT 59620
Phone: 406-444-3320
Fax: 406-444-2529
Email: rhgrandy@mt.gov

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (WSCA#EPS050076-A2-1) and identify all items desired, the purchase order date, the delivery date, shipping locations and prices. The pricing for each product may be viewed at the following website: www.haslerinc.com/wsca/

6.0 CONTRACT TERM

This contract shall take effect on November 8, 2005, and terminate on November 8, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

1. Scope:

All governmental entities within the State of Montana, and all registered Cooperative Purchasing Organizations are authorized to purchase Mailing Equipment and Maintenance services under the terms and conditions of this price agreement

2. Changes:

Add the following additional terms:

Access and Retention of Records: Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

This Agreement shall be governed by the laws of the State of Montana. Venue for any action will be in the First District Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

METERED MAILING AND EQUIPMENT

Termination of Contract

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum in whole or in part without cause.

Purchasing Card

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. Lease Agreements

Lease agreement terms and conditions may be negotiated by individual agencies in a separate contract in accordance with procurement laws.

4. Primary Contact

The primary state contact individual for this participating addendum is as follows:

Leona Olsen, Chief
Print and Mail Services Bureau
920 Front Street
P.O. Box 200132
Helena, MT 59620-0132
406-444-3053
406-444-2212 -fax
Lolsen@mt.gov

5. Price Agreement Number

All purchase orders issued by procuring agencies within the jurisdiction of this participating addendum shall include the following price agreement number:

EPS050076-A2-1

This Addendum and Price Agreement or Contract Number together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement or Contract Number, together with its exhibits, shall not be added to or incorporated into this Addendum or Price Agreement/Contract Number and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement or Contract Number and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

METERED MAILING AND EQUIPMENT

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: State of Montana

Contractor: Hasler, Inc.

By: _____

By: _____

Name: Marvin Eicholtz

Name:

Title: Administrator

General Services Division

Title:

Date: _____

Date: _____